

MUSCATINE PARKS AND RECREATION DEPARTMENT
MUNICIPAL BOAT HARBOR
2012 SUMMER DOCKING CONTRACT

NAME _____

ADDRESS _____ HOME PHONE _____ BUSINESS PHONE _____

CITY _____ STATE _____ ZIP CODE _____

MAKE OF BOAT _____ LENGTH OF BOAT _____

NAME OF BOAT _____ WIDTH OF BOAT _____

REGISTRATION # (Required) _____

I WOULD LIKE THE FOLLOWING ACCOMODATIONS: WATER _____ ELECTRICITY _____

2011 SLIP NUMBER _____ SLIP NUMBER REQUESTED FOR 2012 _____

DOCKING SEASON: May 1st through October 1st

2012 Slip Fee Rates

<u>BOAT LENGTH</u>	<u>AMOUNT</u>
17 feet and less	\$338.00
18 to 25 feet	\$439.00
26 to 31 feet	\$539.00
Single Slips (small boat dock)	\$635.00
Houseboats 32 to 40 feet	\$991.00 - plus a surcharge of \$5.00 per foot 41 feet and longer

ELECTRICITY - Small boat dock = \$30.00 per season. An additional \$10.00 for air conditioners and/or electric heaters and water heaters.
Houseboat dock = Included in slip rental

WATER - No charge

NO REFUNDS

I, the undersigned, acknowledge that I have read the rules and regulations and I, my family and guests will abide by the rules and regulations.

BOAT OWNER SIGNATURE _____

DATE _____

CONTRACTS ARE DUE IN THE PARKS AND RECREATION OFFICE ON OR BEFORE **May 21, 2012**

MUSCATINE PARKS AND RECREATION DEPARTMENT
MUNICIPAL BOAT HARBOR
2012 RULES AND REGULATIONS

The following rules and policies have been established by the City of Muscatine. These are intended to make mooring in the Municipal Harbor an enjoyable experience. Emphasis has been placed on safety and equity for the users of the Harbor. It is the responsibility of the Parks and Recreation Department to administer these rules and regulations.

1. The City of Muscatine reserves the right to assign/reassign slips and/or alter the length of the dockage season. The normal season is May 1st through October 1st.
2. Boaters who rented slips last season have priority to reclaim a slip. Before purchasing a larger boat you must contact the office to determine if a larger slip is available.
3. Contracts must be brought to the Parks and Recreation Department office in City Hall (lower level) by May 21st, or the priority is lost. A photocopy of the State registration must accompany the contract (if you do not have a photocopy, Parks and Recreation Department will photo copy your original). Only individuals who are the registered owner of a boat are eligible to enter into a slip rental contract.
4. Refunds and pro-rated boat harbor slip fees will no longer be considered as the slip reservation priority is established for concurrent seasons and slip assignments.
5. A boat must be moored only in the slip assigned; dockage may not be sublet or transferred.
6. Slips must be utilized by July 1st. If you are unable to use your slip by this date, you will forfeit all rights to the slip unless prior arrangements are made with staff of the Parks and Recreation Department. Boaters must then resubmit their names for the waiting list.
7. All trash must be put in containers as provided and any storage on or obstruction of the docks is prohibited. All steps must be placed so as not to interfere with the safety or rights of others.
8. Any damage to the docks is the responsibility of the boater and must be reported to the Parks and Recreation Department. No alteration to the docks including carpeting and cushions (tire tread, etc.) will be permitted.
9. A boat must have a valid and current state registration and sticker displayed in order to be moored in the harbor.

10. The following are not allowed in the harbor:
 - a) Operation faster than idle speed - no wake!
 - b) Absolutely no fueling of any kind, including portable fuel systems or bulk trucks.
 - c) Swimming.
 - d) The discharge of waste of any kind.
 - e) No grills, deep fat fryers, smokers, or open flames on docks.
11. Boats on the long dock are prohibited from operating air conditioners or heaters while the vessel is left unattended. Department staff will disconnect if discovered.
12. All boats must be properly tied in their slips so as not to cause damage to the docks or neighboring boats and so as not to infringe on the adjacent boat's space.
13. Boats with AC/shore power electrical systems not up to current marine standards will be denied electrical service. Electrical service to boats causing problems with the dock's existing electrical system will be terminated.
14. Although the house boat dock is for boats 32 feet and over, consideration will be given to smaller boats wishing to use stalls that are undesirable for the larger house boats.
15. Notice of any violation discovered by City staff will be sent to boaters who are in violation of the rules and regulations. Proof of compliance must be delivered to the Parks and Recreation staff by the date on the notice or the rental contract will be terminated and eviction from the harbor will result. Violations that jeopardize individual safety, other boats or harbor facilities may result in immediate termination of the slip rental agreement and eviction from the harbor.
16. I hereby agree to keep the boat, motor, and other personal property fully insured against all insurable losses and waive the right of subrogation against the City, its agents, employees, or assigns on the part of such insurance carrier or any other third party for any loss at the dock, or within the harbor whether such loss is due in whole or in part to any negligent act or omission of the City, its agents, or employees and further agree that the City of Muscatine will not be responsible for any damage to such property while within the harbor whether or not the result of negligence in whole or in part by the City of Muscatine whether or not there is insurance available to pay for such damage.
17. I further agree and acknowledge that the boat harbor and dock are inherently hazardous and recognize that it is not feasible for the dock or the harbor to be attended at all times and in consideration of having access to the harbor whether or not there is a representative of the City present hereby waive any right of action whether in law, equity, or contract against the City, its employees, agents, or assigns for any bodily injury to any member of any family or someone else arising out of my use of the harbor.

18. I further agree to carry personal liability insurance to cover the ownership, maintenance, use or operation of the boat and activities while within the boat harbor for an amount of not less than \$500,000 per occurrence for bodily injury and property damage combined single limit. However, I understand that my personal liability is not limited to the amount of insurance I am carrying. In the event I am held to be liable in whole or in part at the boat harbor for an accident involving either damage to property or injuries to persons and if I do not have adequate insurance proceeds available to pay such judgment I understand that I will be personally liable for any such excess judgment and I agree to hold the City of Muscatine, Recreation Advisory Commission, or their representatives harmless from any action arising out of such incident if such claim is the result of any activities, or the ownership, maintenance, operation or use of any boat which I own or have in my custody.

This agreement will be cancelled and eviction from the harbor will result for the violation of any regulation or any objectionable conduct.